

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES AGREEMENT – SCADA MIGRATION – WORK PACKAGE NO. 2 - RESOLUTION/WORK ORDER #92110 – between DONOHUE & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PROFESSIONAL ENGINEERING SERVICES AGREEMENT – SCADA MIGRATION – WORK PACKAGE NO. 2 - RESOLUTION/WORK ORDER #92110 – between DONOHUE & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. SCADA Migration – Work Package No. 2 completes work at the Water Pollution Control Plant for the continuing upgrade of the existing control system to a new platform. The work in this agreement includes the development of HMI screens, programming, and migration of the Headworks and Primary Clarifier PLCS to the new Ignition platform at the Water Pollution Control Plant;

involving a total not to exceed fee of TWO HUNDRED EIGHT-TWO THOUSAND SEVEN HUNDRED and 00/100 DOLLARS (\$282,700.00), the cost of which is being funded by Revenue. A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from
and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

CU 7.26.2022

PROFESSIONAL SERVICES AGREEMENT

SCADA Migration -- WPCP Work Package No. 2

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

Donohue & Associates, Inc. (ENGINEER)
1502 Magnavox Way, Suite 260
Fort Wayne, IN 46804

Who agree as follows:

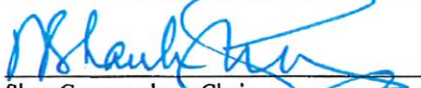
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and Engineer agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

DATE: 7-26-2022

BY: 
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

APPROVED FOR ENGINEER

BY: 

DATE: July 20, 2022

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Engineer shall provide the City services in all phases of the project to which this scope of services applies.

B. PROJECT DESCRIPTION

This project continues the City's Water Pollution Control Plant (WPCP) SCADA Integration Project with Work Package No. 2 including the tasks summarized in Table 1.

Table. 1 WPCP Work Package No. 2 Summary

Tasks	Unit Process	HMI Screen Concepts	WPCP PLCs	Notes
No. 1	Project Management			
No. 2 (City will Select Task 2A or 2B)	Preliminary treatment unit processes including: Plant Influent, Fine Screening, Grit Removal, Raw Influent Pumping, ancillary systems and building services	Level 1 -Preliminary Treatment Performance Overview	All systems associated with 0350-PLC-1 (includes processor panel and remote IO panel) 0350-PLC-2 (vendor package panel not part of integration requirements)	▪ Provide control loop description review, updates and workshops ▪ Re-write PLC code in accordance with City Standards ▪ Provide costs for (2A) Integrating both iFIX and Ignition and (2B) Integrating Ignition only
		Level 2 - Preliminary Treatment		
		Level 3 - Individual Preliminary Treatment Screens (May combine systems)		
		Level 4 - Individual System Controls		
No. 3	Primary Treatment including primary clarification, primary sludge and scum pumping, basin drain systems 1 and 2 and ancillary systems and building services	Level 1 -Primary Treatment Performance Overview	All systems associated with 0430-PLC-1	Integrate both iFIX and Ignition
		Level 2 - Primary Treatment		
		Level 3 - Individual Primary Treatment Screens		
		Level 4 - Individual System Controls		
No. 4	Primary influent and effluent Gates, ancillary systems and other building Services	Level 3 - Individual Primary Influent and Effluent Screens	All remaining systems associated with 0425-PLC-1	▪ Integrate both iFIX and Ignition ▪ Chemical feed system updated as part of Work Package 1.
		Level 4 - Individual System Controls		
No. 5	0350-PLC-1	No screen concepts	0350-PLC-1	Transition raw wastewater pumps communications from ControNet to Ethernet (City provides hardware, conduit, wiring)

Project Tasks:

The Proposer shall develop and provide the following services in accordance with the City Process Control System Standards and the SCADA Migration Development Plan.

Task 1 – Project Management and Schedule

- 1.1 Prepare and manage project and project schedule. Ensure all work is executed in accordance with City Process Control System Standards and the SCADA Migration Development Plan.
- 1.2 Attend monthly progress review meetings and workshops. Keep minutes of meetings and workshops and distribute the meetings within 7-days.
- 1.3 Coordinate submittal reviews with integration team, inspection team and City through PMIS.
- 1.4 Coordinate validation, rollout and cutover with integration team, inspection team and City.

Task 2A – WPCP Preliminary Treatment Integration (iFIX and Ignition) in accordance with Process Control System Standards and SCADA Migration Development Plan. Note that this Work Package requires re-writing the existing PLC code in accordance with City standards.

- 2.1 Provide draft and final control loop descriptions for preliminary treatment unit processes and sub-unit processes. Review draft functional control loop descriptions with City staff as part of a minimum of two workshops. Intent is to update some controls to reflect improved sequencing and operation.
- 2.2 Develop and submit HMI screen submissions and PLC and HMI tagging modifications. Provide tagging updates in accordance with the Process Control Standards. Tag submissions shall reflect field review and verification. Submissions shall be submitted to PMIS and reviewed/validated by Owner or their representative. Develop and Integrator shall plan for 2-weeks for City to review and comment on submissions.
- 2.3 Program the PLC per the approved preliminary treatment control loop descriptions and approved tag list.
- 2.4 Create new iFix SCADA screens. The new screens shall follow the existing plant iFix screen conventions. The approved tagging shall replace the existing tags.
- 2.5 Develop Ignition SCADA graphics per the approved preliminary screen submissions and the approved tag list.
- 2.6 Prepare and submit Validation Plan requirements in accordance with Section 5.0 of SCADA Migration Development Plan including but not limited to:
 - Prepare Factory Acceptance Test (FAT) Plan for Rollout and Cutover
 - Prepare Site Acceptance Test (SAT) Plan for Rollout and Cutover
 - Prepare Training Plan
 - Prepare Submittal Plan.

Validation Plan shall plan transitions by unit process or sub-unit process for all systems associated with 0350-PLC-1 generally including:

- Influent velocity control (not that is currently not used)
 - Influent screening (including screening and material handling)
 - Influent grit removal (including grit removal, grit pumping and material handling)
 - Influent pumping
 - Ancillary systems associated with each unit process or sub-unit process and building services are coordinated with each transition.
- 2.7 Confirm/Update PLC firmware, minimum version 30 based on work package requirements.

- 2.8 Execute rollout requirements by unit process or sub-unit process in accordance with Section 6.0 of SCADA Migration Development Plan including but not limited to:
- Complete FAT testing associated with the PLC program modifications and modifications to iFIX HMI
 - Integrate PLC updates and iFIX by unit process
 - Ensure Historian data is maintained through the transition process
 - Complete SAT testing to ensure functionality of system.
- 2.9 Execute cutover requirements by unit process or sub-unit process in accordance with Section 7.0 of SCADA Migration Development Plan including but not limited to:
- Complete FAT testing associated with the PLC program modifications and modifications to Ignition Perspective HMI
 - Complete cutover to Ignition Perspective HMI
 - Complete SAT testing.
- 2.10 Execute training and operability requirements (Section 8.0 and Section 9.0 of SCADA Migration Development Plan).

Task 3 – WPCP Primary Treatment Integration in accordance with Process Control System Standards and SCADA Migration Development Plan.

- 3.1 Develop and submit HMI screen submissions and PLC and HMI tagging modifications. Provide tagging updates in accordance with the Process Control Standards. Tag submissions shall reflect field review and verification. Submissions shall be submitted to PMIS and reviewed/validated by Owner or their representative. Develop and Integrator shall plan for 2-weeks for City to review and comment on submissions.
- 3.2 Modify the PLC per the approved tag list and update to the latest City standard Add-On Instructions.
- 3.3 Develop Ignition SCADA graphics per the approved preliminary screen submissions and the approved tag list.
- 3.4 Prepare and submit Validation Plan requirements in accordance with Section 5.0 of SCADA Migration Development Plan including but not limited to:
- Prepare Factory Acceptance Test (FAT) Plan for Rollout and Cutover
 - Prepare Site Acceptance Test (SAT) Plan for Rollout and Cutover
 - Prepare Training Plan
 - Prepare Submittal Plan.
- Validation Plan shall plan transitions by unit process or sub-unit process for all systems associated with 0430-PLC-1 generally including:
- Primary clarifiers
 - Primary sludge and scum pumping
 - Basin drain systems 1 and 2
 - Ancillary systems associated with each unit process or sub-unit process and building services
- 3.5 Confirm/Update PLC firmware, minimum version 30 based on work package requirements.
- 3.6 Execute rollout requirements by unit process or sub-unit process in accordance with Section 6.0 of SCADA Migration Development Plan including but not limited to:
- Complete FAT testing associated with the PLC program modifications and modifications to iFIX HMI
 - Integrate PLC updates and iFIX by unit process

- Ensure Historian data is maintained through the transition process
 - Complete SAT testing to ensure functionality of system.
- 3.7 Execute cutover requirements by unit process or sub-unit process in accordance with Section 7.0 of SCADA Migration Development Plan including but not limited to:
- Complete FAT testing associated with the PLC program modifications and modifications to Ignition Perspective HMI
 - Complete cutover to Ignition Perspective HMI
 - Complete SAT testing.
- 3.8 Execute training and operability requirements (Section 8.0 and Section 9.0 of SCADA Migration Development Plan).

Task 4 – WPCP Primary Influent and Effluent Gates and Ancillary Systems Integration in accordance with Process Control System Standards and SCADA Migration Development Plan.

- 4.1 Develop and submit HMI screen submissions and PLC and HMI tagging modifications. Provide tagging updates in accordance with the Process Control Standards. Tag submissions shall reflect field review and verification. Submissions shall be submitted to PMIS and reviewed/validated by Owner or their representative. Develop and Integrator shall plan for 2-weeks for City to review and comment on submissions.
- 4.2 Modify the PLC per the approved tag list and update to the latest City standard Add-On Instructions.
- 4.3 Develop Ignition SCADA graphics per the approved preliminary screen submissions and the approved tag list.
- 4.4 Prepare and submit Validation Plan requirements in accordance with Section 5.0 of SCADA Migration Development Plan including but not limited to:
- Prepare Factory Acceptance Test (FAT) Plan for Rollout and Cutover
 - Prepare Site Acceptance Test (SAT) Plan for Rollout and Cutover
 - Prepare Training Plan
 - Prepare Submittal Plan.
- Validation Plan shall plan transitions by unit process or sub-unit process for all remaining to be integrated systems associated with 0425-PLC-1 generally including:
- Primary influent and effluent gates
 - Remaining ancillary systems and building services associated with each unit process or sub-unit process and building services. Note that a previous project integrated the chemical storage and feed systems.
- 4.5 Confirm/Update PLC firmware, minimum version 30 based on work package requirements.
- 4.6 Execute rollout requirements by unit process or sub-unit process in accordance with Section 6.0 of SCADA Migration Development Plan including but not limited to:
- Complete FAT testing associated with the PLC program modifications and modifications to iFIX HMI
 - Integrate PLC updates and iFIX by unit process
 - Ensure Historian data is maintained through the transition process
 - Complete SAT testing to ensure functionality of system.
- 4.7 Execute cutover requirements by unit process or sub-unit process in accordance with Section 7.0 of SCADA Migration Development Plan including but not limited to:

- Complete FAT testing associated with the PLC program modifications and modifications to Ignition Perspective HMI
- Complete cutover to Ignition Perspective HMI
- Complete SAT testing.

4.8 Execute training and operability requirements (Section 8.0 and Section 9.0 of SCADA Migration Development Plan).

Task 5 – WPCP 0350-PLC-1 (Headworks) Control Net Conversion – 0350-PLC-1 (Headworks PLC) includes ControlNet communications between the raw wastewater pumps (6 pumps) and the PLC. The City's goal is to transition the ControlNet communications to Ethernet communications and continue to support redundancy. The City will provide all hardware, conduit and wiring as necessary to support the transition. Long lead times for hardware may impact the timing of the transition as it relates to this project. The submittal shall include a proposed approach to meet the project requirements including schedule. Note that ControlNet to Ethernet conversion may have to be executed after the SCADA integration work is complete. The integrator shall make themselves aware of processor redundancy, hardware availability, firmware compatibility and other requirements to support the transition.

Reference Documents

- City of Fort Wayne Process Control System Standards Document
- City of Fort Wayne SCADA Migration Project Development Plan (October 2021)
- Preliminary Treatment Control Loop Narratives (Circa 2010)
- Process and Instrument Diagrams
- Preliminary Treatment and Primary Treatment Existing HMI Screen Captures
- PLC Programs (submitted in native file format)

D. SCHEDULE

The project shall be completed based on the schedule below. This schedule is based on receiving prompt review and approvals from City agencies (2-weeks per review are included in the schedule).

Complete all work 30 weeks from NTP.

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to Engineer reports, studies, regulatory decisions and similar information relating to the Services that Engineer may rely upon without independent verification unless specifically identified as requiring such verification.

Provide System Integrator with existing SCADA standards and migration plans.

Provide System Integrator with any existing programs available in the City's AssetCentre.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Zachary A. Katter P.E.

C. DECISIONS

Provide all criteria and full information as to City's requirements for the Services and make timely decisions on matters relating to the Services.

C. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the City.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$282,700 as summarized in attached Attachment 1.

Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule.

Engineer will be reimbursed for travel related expenses, overnight stays, and other expenses per the table below. Per Diem reimbursement is only applicable for individuals traveling 50 miles or more to or from Fort Wayne. Overnight stay is not expected for an individual who is within a 100 mile range, unless expected for multiple days. Travel days are only applicable to individuals traveling 100 miles or more to or from Fort Wayne. Incidental expenses such as postage and prints or other items not specifically identified below are not reimbursable.

	Per Diem Rate
Travel Day (Indianapolis, IN):	\$145
Travel Day (Galveston, IN):	\$95
Travel Day (Marion, IN):	\$75
Workshop	\$25
Non-Travel Day	\$68.00
Overnight Accommodations	\$108.00

B. BILLING AND PAYMENT

1. Timing/Format

- a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require, and shall include the employee name and title of all staff billing to project.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.
- c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.

2. Billing Records

Engineer shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

To the fullest extent permitted by law, City shall indemnify and save harmless, Engineer from and against loss, liability, and damages sustained by Engineer, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Engineer's performance under this Agreement shall expire one year after Project Completion.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Project Management -- (Task 1)

For Services outlined in Tasks 1 a not to exceed fee of: \$17,600

WPCP Preliminary Treatment Integration -- (Task 2A)

For Services outlined in Tasks 2A a not to exceed fee of: \$193,400

WPCP Primary Treatment Integration -- (Task 3)

For Services outlined in Task 3 a not to exceed fee of: \$51,000

WPCP Primary Influent and Effluent Gates Integration -- (Task 4)

For Services outlined in Task 4 a not to exceed fee of: \$10,800

WPCP 0350-PLC-1 (Headworks) Control Net Conversion -- (Task 5)

For Services outlined in Task 5 a not to exceed fee of: \$9,900

TOTAL NOT TO EXCEED FEE: \$282,700

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

Donohue & Associates, Inc.
2022 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$250
Engineer/Specialist VIII	\$240
Engineer/Specialist VII	\$220
Engineer/Specialist VI	\$200
Engineer/Specialist V	\$185
Engineer/Specialist IV	\$170
Engineer/Specialist III	\$150
Engineer/Specialist II	\$135
Engineer/Specialist I	\$120
Technician II	\$100
Technician I	\$85
Administrative Assistance III	\$90
Administrative Assistance II	\$80
Administrative Assistance I	\$70

Notes:

Labor charge-out rates are for normal work week.

Billing rates are in effect for 2022 and may be adjusted annually to reflect labor cost increases.

Mileage is billed at the current IRS stipulated rate.

Printing and shipping are billed at cost.

CITY OF FORT WAYNE, INDIANA

Donohue & Associates, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTEREST;
3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☐

Name: See attached Name: _____

Address: _____ Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: _____ %

Name: _____ %

Vendor Disclosure Statement

Section 1: Disclosure of Financial Interest in Vendor as of 07/21/22
Questions a, b, and c

Last Name	Middle Initial	First Name	Address	City	State	Zip Code	Stock Ownership Percentage
Scheiber	A	Barbara	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%
Buss	M	Randall	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%
Brunner	W	Craig	3311 Weeden Creek Road	Sheboygan	WI	53081	9.2%
Berkold	A	Josef	3311 Weeden Creek Road	Sheboygan	WI	53081	10.0%
Gerbitz	W	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

Yes _____ No X

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

See attached

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X No _____

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

See attached

Section 3: Disclosure of other Contract and Procurement Related Information as of 07/21/22

Question a

Contract Name	Purchase Order Number	Contract Date	City Contact
Wet Weather Pump Station Addition of Pumps #5 & #6	16905091-000	08/23/16	Zach Schortgen
WPCP Digester Feed and Withdrawal Piping Improvements	19950127-000	10/22/19	Chris Ravenscroft
WPCP Digester Feed and Withdrawal Piping Improvements DSDC	21950100	06/08/21	Chris Ravenscroft
St. Joe Dam PLC Replacement Design	21950085	06/22/21	Christos Kyrrou
WPCP Asset Management I&C Services	21531091	08/24/21	Adam Lane
TRFP Asset Management I&C Services	21521115	08/13/21	Adam Lane
SCADA Project Support Services 2021	21950150	09/14/21	Zach Schortgen
Pond 3 Wet Weather Conversion Modifications	21950141	11/30/21	Chris Ravenscroft
I&C On-Call Services 2022	22950004	02/08/22	Christos Kyrrou
SCADA Work Package No. 1	22950017	02/01/22	Zak Katter
Plant 2 Control House PLC-7 Replacement	22950025	03/08/22	Christos Kyrrou
Southwest Pump Station Pump #4 VFD Improvements	Pending	03/15/22	Christos Kyrrou
St. Joe Dam PLC Replacement Construction	22950072	06/07/22	Christos Kyrrou
WPCP Aeration Basin Diffuser Improvements	Pending	05/03/22	Chris Ravenscroft

Question b

Bid or Project Number / Amendment	Contract Date	City Contact
SCADA Migration – WPCP Work Package No. 2	Pending	Zak Katter

-
- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: n/a

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Donohue & Associates, Inc.
(Name of Vendor)

3311 Weeden Creek Rd; Sheboygan, WI 53081
Address
() 920-208-0296
Telephone
rbuss@donohue-associates.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Randall M Buss Title Senior VP
Signature Randall M Buss Date 07/22/22

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Interoffice Memo

Date: 8/4/2022
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: SCADA Migration – Work Package No. 2
W.O. # 92110

Council District # 5

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. SCADA Migration – Work Package No.2 completes work at the Water Pollution Control Plant for the continuing upgrade of the existing control system to a new platform. The work in this in this agreement includes the development of HMI screens, programming, and migration of the Headworks and Primary Clarifier PLCs to the new Ignition platform at the Water Pollution Control Plant

Implications of not being approved: SCADA is the control system for both the plants and is used to assist operators in monitoring/ managing processes. Due to changes in technology, our SCADA system has outlived its useful life and is no longer supported for updates by the manufacturer. The SCADA Migration project involves replacing this system with a new platform that will be more widely supported and easier to modify in the future.

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:

The consultant was selected through the Request for Proposal process. A request for proposals was developed and sent to five shortlisted firms. Two shortlisted firms submitted Competitive Sealed Proposals for this portion of the project. A scoring matrix was used to score all firms based on responses to the RFP's. RFP scoring was based on expertise, qualifications, proposed scope of work and fee. Using this process, City Utilities Engineering selected Donohue and Associates for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on July 26, 2022.

The cost of said project funded by Revenue

Council Introduction Date: 8/9/2022
CC: BOW
Matthew Wirtz
Jill Helfrich
Construction Manager
Chrono